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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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11 HECTOR HERNANDEZ, an individual,
12 Plaintiff,

13 v.

14 MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.;
15 FLAGSTAR BANK, FSB; PRIME SHARE
MORTGAGE, INC.; DOE INDIVIDUALS 1
16 through 10; and ROE CORPORATIONS
AND ORGANIZATIONS 1 through 10,
17 inclusive,

18 Defendants.
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Case No. C-09-01885 MHP

**STIPULATION OF VOLUNTARY
DISMISSAL PURSUANT TO RULE
41(a)(1) OF THE FEDERAL RULES OF
CIVIL PROCEDURE**

Judge: The Hon. Marilyn H. Patel

Date Comp. Filed: December 3, 2008

STIPULATION OF VOLUNTARY DISMISSAL
PURSUANT TO RULE 41(a)(1) OF THE FEDERAL RULES OF CIVIL PROCEDURE
CASE NO. C 09-01885 MHP

1 Through this Stipulation, and for the reasons set forth below, Plaintiff Hector Hernandez
 2 ("Hernandez") and Defendant Flagstar Bank, FSB ("Flagstar"), by and through their respective
 3 counsel of record, stipulate to the dismissal, with prejudice, of Plaintiff's claims against Flagstar,
 4 pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure:

5 WHEREAS, on December 3, 2008, Hernandez filed a complaint in the Superior Court of
 6 the State of California for the County of Alameda, captioned *Hernandez v. Mortgage Electronic*
 7 *Registration Systems, Inc.*, civil action number RG08423318;

8 WHEREAS, on March 31, 2009, Flagstar accepted service of the summons and
 9 complaint in the state court action;

10 WHEREAS, on April 30, 2009, Flagstar removed the action to this Court;

11 WHEREAS, Flagstar and Hernandez have reached an agreement regarding a mutual
 12 release of claims; and

13 WHEREAS, Fed. R. Civ. P. 41(a)(1)(A)(ii) allows for voluntary dismissal without court
 14 order by a stipulation signed by all parties who have appeared;

15 **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

- 16 1. That Plaintiff dismisses his claims against Flagstar, with prejudice; and
- 17 2. That each party shall bear its own costs and expenses accrued or incurred in

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1 connection with the above captioned action.

2 **IT IS SO STIPULATED.**

3 Dated: August 4, 2009

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5 By: Seth L. Hanson
6 SETH L. HANSON
7 Attorneys for Plaintiff
8 HECTOR HERNANDEZ

9 Dated: August 4, 2009

KEKER & VAN NEST LLP

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11 By: Jo W. Golub
12 RACHAEL E. MENY
13 JO W. GOLUB
14 Attorneys for Defendant
15 FLAGSTAR BANK, FSB

